# Important information

Nationwide Select Credit Card Agreement



# **Nationwide Select Credit Card Agreement**

#### Credit Card Agreement regulated by the Consumer Credit Act 1974

The below Definitions, Key Terms, Tariff of Charges and General Terms and Conditions together make up your entire Credit Card Agreement.

This agreement is between Nationwide Building Society, Nationwide House, Pipers Way, Swindon, Wiltshire SN38 1NW (we/us) and you:

It is important that you read the whole of your **agreement** and pay particular attention to any wording that is underlined.

#### Definitions

In your **agreement** the below words have the following meanings:

"account" means the credit card account opened in your name.

"agreement" and "credit card agreement" means the Definitions, Key Terms, Tariff of Charges and General Terms and Conditions, which together make up your entire credit card agreement.

**"balance transfer"** means the transfer of an amount owed on another credit or store card that you hold with a different provider to your **account**.

**"cash advance"** means obtaining cash, foreign currency or travellers' cheques, or gambling (including internet gambling and **transactions** that may not be for the purpose of gambling but are made at an establishment where gambling is carried out e.g. meals purchased in a casino), using your **card** or **card** details.

"cash advance limit" means the amount of your credit limit that you are permitted to use for cash advances.

"card" means the credit card we issue to you and any additional cardholder on your account.

"credit limit" means the maximum that we will lend to you on your account, including the cash advance limit.

**"main current account relationship"** means that you either credit at least £750 (excluding internal transfers) into your Nationwide FlexAccount or FlexOne account every month or hold any other current account (excluding FlexBasic) with us.

"purchase" means a purchase of goods or services using the card or card details.

"recurring transaction" means a regular payment (other than a direct debit or standing order) collected from your **account** by a third party e.g. magazine and television subscriptions.

"supplier" means a retailer, merchant or other supplier of goods and services.

"transaction" means any balance transfer, purchase, cash advance or other payment made on your account using your card or card details.

### **Key Terms**

## A. Credit limit

- (i) When we open your account we will determine your credit limit and we will write to you confirming the amount. Your credit limit will be based on your current financial circumstances, information we receive from credit reference agencies and any other information we think is relevant. We can change your credit limit in accordance with section E. However, we will only ever consider increasing your credit limit if you ask us to.
- (ii) You can tell us at any time if you wish to reduce your **credit limit** or to opt out of any future offers of **credit limit** increases. Our contact details can be found in clause 14.

## B. Annual percentage rate and total amount payable

- (i) The annual percentage rate (APR) for your **account** is XX%.
- (ii) The total amount payable (the total amount of credit plus the total charge for credit, which is made up of all relevant charges and interest) is £XXXX.
- (iii) We are required to work out the annual percentage rate and the total amount payable using the same assumptions as other credit card issuers so you can compare the cost. The assumptions are that:
  - (a) your credit limit is £1,200 (this is an illustrative figure), you make a single £1,200 purchase immediately upon your account being opened and you repay £1,200 (including any interest and charges) over 1 year in 12 equal monthly instalments; and
  - (b) the interest rates shown in section C (excluding any introductory rates) and the charges shown in the Tariff of Charges apply for the whole of the 12 month period.

## C. Interest rates and introductory offers

(i) The annual interest rates that apply to your **agreement** are shown in the table below:

	Purchases	Balance Transfers (including any applicable balance transfer fee)	Cash Advance
Introductory rate	XX.X%	XX.X%	N/A
Introductory Period	XX months	XX months	N/A
Ongoing rate	XX.X%	XX.X%	27.9%
All rates, except introductory rates, are variable and can be changed at any			

All rates, except introductory rates, are variable and can be changed at any time in accordance with section E.

If you fail to make minimum payments on time, we may withdraw any introductory rate and apply the ongoing rate to your **account**.

- (ii) Introductory balance transfers must be made within 3 months of your account being opened and the introductory period begins from the date the balance transfer is applied to your account. The introductory period for purchases begins on the date your account is opened. For balance transfers made after 3 months from the date of your account being opened, a balance transfer fee will apply and interest will be charged on both the balance transfer and the balance transfer fee at your ongoing rate.
- (iii) We work out interest on the average daily balance during each statement period, which is then charged to your **account** on each statement date. This means we charge interest on any unpaid interest that has been added to your **account**.
- (iv) Interest will not be charged on **purchases** if you pay the total balance (excluding **balance transfers** on your introductory rate or any other promotional rate) shown on your statement by the payment due date. Interest is charged on all other **transactions** from the date they are applied to your **account** until the total statement balance is paid in full.

#### D. Minimum payment and statements

- (i) Where there is a balance on your **account**, each month you must pay us a minimum payment equal to either (a) any late payment fees and interest due on your statement plus 1% of the remaining statement balance, or (b) £25, whichever is higher. If the balance on your **account** is less than £25 you must pay the whole amount.
- (ii) We will provide you with a monthly statement, if there are transactions on your account. You must tell us immediately if anything on your statement is incorrect or if you do not receive it as you will still be required to make payments by the payment due date.
- (iii) Your statements will show the recent activity on your **account** as well as the total balance outstanding, the minimum payment and the payment due date. The payment due date will be 25 days from the date of your statement.
- (iv) You can pay us more than the minimum payment if you want to and you can at any time repay everything you owe us under your **agreement**. You should be aware that if you only ever make the minimum payment, it will take longer and cost you more to repay the total balance outstanding.
- (v) <u>If you do not make the minimum payment by the payment due date you</u> will be in breach of your **agreement** and one or more of the following consequences may apply:
  - (a) you may pay more overall;
  - (b) you will incur a late payment fee;
  - (c) we may report your breach to credit reference agencies;
  - (d) you may find it more difficult to obtain credit in the future;
  - (e) we may cancel or suspend the use of your card or refuse to authorise a transaction;
  - (f) we may withdraw any promotional rate and cash reward benefits;
  - (g) we may use any credit balance on any other account you hold with us, solely or jointly, to reduce or repay the balance on your **account**. We will write to you before we do this and give you a reasonable opportunity to pay the outstanding balance; and/or
  - (h) legal proceedings could be taken against you which could result in any outstanding balance being secured against any property you own.
- (vi) If you have difficulties making payments you should contact us. Our contact details can be found in clause 14.

#### E. Changes to your agreement

- (i) We can make changes to the terms of your **agreement**, including changes to charges or interestrates and introducing new charges, to:
  - (a) respond in a reasonable manner to changes or anticipated changes:
    - to law, regulations or codes of practice or to respond to a decision by a court, ombudsman or regulator;
    - (ii) in our costs, including administrative costs, costs involved in providing services or facilities or changes in the costs to us of borrowing funds;
    - (iii) in technology; or
    - (iv) to the functionality of your account, including the removal of any out of date functionality.
  - (b) correct any mistakes in the way your **agreement** is drafted or to change the drafting to make your **agreement** fairer or clearer (such a change would never be to your detriment); and/or

- (c) reflect our assessment of your ability to meet your financial commitments (including considering your credit history and information held about you by credit referencing agencies and how you conduct your **account** from time to time) but we will not increase the interest rate if we know you are at risk of financial difficulties.
- (ii) We can also make a change for a reason not in this list as long as it is reasonable for us to rely on it and we explain the reason to you when we tell you about the change.
- (iii) As this **agreement** has no fixed end date, we may also need to change rates and charges and other terms for other reasons.
- (iv) We will tell you about any changes to the terms of your agreement, in writing, at least 30 days before we make the change unless we are decreasing your credit limit when we will give you 14 days' notice.
- (v) If we increase your interest rate, you can reject the change at any time up to 60 days from the date you receive notice of the increase. Should you do so, you will no longer be able to use your **account** and you will be required to pay off the outstanding balance in accordance with the minimum payment requirements set out in section D. Your current interest rate and the terms of your **agreement** will continue to apply until your **account** balance has been repaid in full.
- (vi) For any other changes to the terms of your **agreement**, if you are not happy with the change and decide that you no longer want to keep your **account**, you can close it as set out in clause 9. If you do not close your **account** we will take it to mean that you have accepted the changes.

#### F. Your right to cancel

- You may cancel your agreement without giving a reason within 14 days beginning the day after you receive your first card.
- (ii) If you cancel your agreement you must pay the balance on your account and any interest within 30 days from the date of cancellation. If you do not do this, we may recover it as a debt through the courts.
- (iii) You can exercise your right to cancel orally or in writing, for further information see our contact details in clause 14.

#### **Tariff of Charges**

We can make the following charges to your **account**:

Default fees	Late Payment fee	£12.00
Usage fees	Cash Advance fee	XX% of the amount advanced (minimum £XX)
	Balance Transfer fee*	XX% of the amount advanced (minimum £XX)

\*The **balance transfer** fee is only charged on **balance transfers** made after 3 months from the date of your **account** being opened.

In accordance with section E, all charges are variable and we can change or add to the charges listed above at any time. We will notify you should this happen.

If you have any questions, our contact details can be found in clause 14.

# Nationwide Select Credit Card Terms and Conditions

#### 1. How and when your credit will be provided

Once your **agreement** has been signed by you and us, we will open your **account** and within 10 working days we will send you your **card**, followed separately by your PIN. Your credit will be available to you when you receive your **card**, or when we process a **balance transfer** request, if sooner.

#### 2. Additional cardholders

- (a) We may agree to issue a **card** to another person as an additional cardholder.
- (b) All additional cards are governed by your agreement. You are responsible for all use of the card by the additional cardholder, including any use which you disapprove of or which is in breach of your agreement. All transactions on your account will be treated as if you have made them.
- (c) We will not disclose any details about your **account** to the additional cardholder without your permission in writing.
- (d) You must tell us if you want to cancel a card provided to an additional cardholder and securely destroy the card.

#### 3. Looking after your card and PIN

- (a) You (and any additional cardholder) must take all reasonable precautions to prevent your card and card number, your PIN, any internet password and internet identity number or any other security details for the card or your account from being used to commit fraud. These precautions include:
  - (i) signing your card immediately when received;
  - (ii) not allowing any other person to use your card;
  - (iii) securely destroying the written notification of your PIN, not keeping your card and PIN together and not telling any other person your PIN or any of the other security information listed above; and
  - (iv) contacting us about any suspicious matter or problem regarding the use of your card at a cash machine.
- (b) You must tell us immediately by using the contact details in clause 14 if your card is lost, stolen or could be misused. You will not be liable for any transactions not made by you or an additional cardholder unless the transaction was made by someone else with permission from you or an additional cardholder.
- (c) Once you have told us, we will take whatever steps we consider appropriate to protect your **account**. This may include cancelling your **card**. Unless you or we decide to close your **account**, we will send you a new **card** and PIN, if necessary.
- (d) You will never be liable for use of a **card** before you receive it.
- (e) You must never use a **card** that you have reported lost or stolen and if you later find a lost **card** you must destroy it securely.

#### 4. Using your card

- (a) The following applies to you (and any additional cardholder) when using your card:
  - you can only use your card up until the expiry date shown on the front of your card or until your card is cancelled as a result of your agreement coming to an end;
  - (ii) you cannot use your card for illegal purposes;
  - (iii) your account and card is for personal use only and must not be used for any business purpose; and

- (iv) we aim to make sure you can use your card at all times. However we will not be responsible if an event beyond our reasonable control prevents you from using your card. Examples of such could include the refusal or delay by any person to accept your card and/or PIN or a systems or communications failure.
- (b) Your card belongs to us at all times and you must return it immediately if we ask for it. Anybody acting on our behalf also has the right to keep or ask you for your card.

#### 5. Transactions

- (a) The following applies to you (and any additional cardholder) when carrying out transactions on your account:
  - you will need to authorise transactions. This may include the use of PINs, card readers, card verification, signature or contactless technology;
  - (ii) your account will be charged with all transactions made using your card or card details;
  - (iii) you must only carry out transactions for amounts which, when added to your account, will not take you over your credit limit;
  - (iv) if you carry out a transaction using your card in a currency other than sterling, the transaction will be converted into sterling on the day it is processed by our card scheme provider at their rate of exchange, which may vary daily;
  - (v) for purchases of goods or services costing more than £100 and less than £30,000 paid for under your **agreement**, you may have the right to sue the **supplier**, us, or both, if the goods or services received are unsatisfactory;
  - (vi) if a transaction is refunded to your card, we will credit the amount of the refund to your account when we receive it;
  - (vii) if we change your card number and/or expiry date we will notify the card scheme provider. We will attempt to process recurring transactions, but you will need to contact the supplier to tell them of any change to your card details; and
  - (viii) you can cancel payments which are due to be made on a future date (for example, if you set up a regular payment) provided you tell us by the end of the business day before it's due to be taken. You should also contact the **supplier** to tell them you have cancelled the payment so that they do not keep trying to take the payment.
- (b) We may, acting reasonably, refuse to authorise a transaction if:
  - we have identified an unusual pattern of transactions with the supplier you are trying to pay;
  - (ii) it will take you over your credit limit;
  - (iii) we suspect unauthorised, fraudulent or illegal use of your card or account; and/or
  - (iv) you have not made your minimum monthly payment by the payment due date.
- (c) The supplier will tell you if we refuse a transaction at point of sale and you can call us using the contact details in clause 14 to find out why. We will tell you if we refuse to make a balance transfer.
- (d) You can ask us to refund a **purchase** (and any interest we have charged on it) if all the following conditions are satisfied:
  - (i) the payment was made to a retailer in the European Economic Area;
  - (ii) you did not specify an exact amount to be paid when you authorised the transaction;
  - (iii) the amount taken was more than you could have reasonably expected in the circumstances (including your previous spending patterns); and

(iv) you request a refund within eight weeks of the payment date.

If these conditions are not satisfied, we do not have to refund you but we will tell you if we can help or suggest other steps you could take. We may ask you to provide information which is reasonably necessary to investigate whether you are entitled to the refund. You may also find it helpful to contact the person you paid.

(e) We will not be liable where you give us incorrect **account** details in respect of a payment you wish to make. However, we will make reasonable efforts to help you get the money back.

#### 6. Payments to your account

- (a) You must allow sufficient time for your chosen payment method to reach your account by the payment due date. Payments will only take effect when the funds have cleared. Details of payment methods and timings can be found on the back of your statement.
- (b) You must not intentionally make payments that place your account in credit.
- (c) Refunds and cash reward payments will not count towards your minimum payment unless they reduce your balance to less than the minimum payment we have asked for. If this happens, you will only have to pay the remaining balance, if any.
- (d) We allocate payments to balances which show on your current statement in a high to low interest rate order, then, to balances in a high to low interest rate order which do not yet appear on your statement.
- (e) We will remove any funds that have been paid to your **account** in error and to which you are not entitled.
- (f) You must stay within your **credit limit** and any amount which takes you over this, as well as any arrears shown on your statement, must be repaid in full immediately.

#### 7. Replacement cards and PINs

We will send you a replacement **card** and PIN when it is necessary, unless you have breached your **agreement** or it has been ended by you or us. Your **agreement** will apply to any replacement **card** or PIN issued to you (including any additional cardholders).

#### 8. Credit checks

- (a) We may make periodic searches at credit reference agencies and fraud prevention agencies as part of managing your **account** with us.
- (b) Information from these searches will inform any changes to your credit limit or the issuing of a replacement card. The searches will not be seen or used by lenders to assess your ability to obtain credit.

#### 9. Restricting your account and ending your agreement

- (a) Your agreement has no fixed or minimum duration and you can close your account at any time by contacting us on the details in clause 14. We will cancel your card but the terms of your agreement will continue to apply until the outstanding balance has been repaid in full. You will not be charged a fee to close your account.
- (b) We can also close your account at any time and will provide you with at least 2 months' notice before we do this. An example of when we may decide to close your account is if you have not made any transactions for 12 months or more. If we close your account, we will cancel your card but the terms of your agreement will continue to apply until the outstanding balance has been repaid in full.
- (c) We may also, acting reasonably, immediately bring your agreement to an end and at the same time require you to repay the full outstanding account balance if:

- we establish that any information we relied upon in allowing you to open your **account** was untrue;
- (ii) you seriously or repeatedly breach the terms of your **agreement**, including failing to make the minimum payment by the payment due date;
- (iii) we believe that there is an increased risk that you will not be able to continue to make payments under your **agreement**, for example, because you have been declared bankrupt, you have entered into a voluntary arrangement with other people that you owe money to and/or adverse information has been registered against you with credit referencing agencies;
- (iv) we are required to do so because of any legal or regulatory requirements or we reasonably believe it is necessary to prevent fraud or unauthorised access;
- (v) you are, or it is reasonably suspected that you are using your **account** for illegal purposes; and/or
- (vi) you display threatening or abusive behaviour towards our staff.
- (d) Before ending your **agreement** and/or requiring you to repay the full outstanding balance, we will give you:
  - (i) advance notice; and
  - (ii) a reasonable opportunity to fix the problem (unless the problem cannot be fixed).
- (e) We may also restrict or suspend the use of your account for any of the reasons set out above. We will give you advance notice unless we are prevented from doing so by law or if it would not be practicable to do so.
- (f) If your account is closed you must securely destroy all the cards we have issued on your account.
- (g) If there is a credit balance on your account when it is closed or we receive a credit to your account after it is closed, we will return it to you by paying it into another account you hold with us or by sending you a cheque. If we cannot do this, the balance will be removed from your account and placed into a holding account. You can contact us to retrieve the balance at any time within 6 years from the date your account was closed. If the balance is not claimed within this time it will be donated to a charity of our choice.

#### 10. Changing personal details

- (a) You must tell us immediately if you change your name or contact details, if any additional cardholder changes their name, or if there are any inaccuracies with the personal details recorded on your **account**.
- (b) You must tell us immediately if your financial circumstances change. For example, if you lose your job, your income significantly reduces for any reason or if you are off work due to long term sickness.
- (c) We may require you to notify us of any changes in writing.

#### 11. General

- (a) We may, with 30 days' written notice beforehand, transfer our rights or obligations under your **agreement** to someone else. Your **agreement** will then apply to them in the same way as it applied to us. You cannot transfer your rights or obligations under your **agreement** to anybody else.
- (b) If any part of your **agreement** is found to be unfair or unenforceable all other parts of your **agreement** will remain valid.
- (c) Your agreement and the operation of your account will be governed by English Law and the language we will use in our communications with you will be English.

- (d) If we decide to temporarily relax the conditions of your **agreement**, we will not be prevented from enforcing our rights against you under your **agreement** in full at any time.
- (e) The supervisory authority of consumer credit agreements under the Consumer Credit Act 1974 is the Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS.
- (f) We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (authorised registration number 106078).

#### 12. If you're not happy

- (a) We have a complaints procedure and for more information, or to make a complaint, please contact us using the details in clause 14.
- (b) If you are not satisfied with the way we have dealt with your complaint you may refer it to the Financial Ombudsman Service. You can also refer your complaint to them first without giving us the opportunity to resolve it, but if you do this, they will only consider your complaint with our consent. The Financial Ombudsman Service provides a free, independent, complaint resolution service. Details about their service and how to refer a complaint to them can be found on their website at <u>www.financial-ombudsman.org.uk</u>

#### 13. Credit intermediary

If you applied for your **agreement** online and were referred to our website by someone else, you may have dealt with a credit intermediary. If so, the credit intermediary involved will have been one of the following:

- (a) Moneysupermarket.com or Moneysavingexpert.com, both are wholly owned subsidiaries of Moneysupermarket.com Financial Group Limited of Moneysupermarket House, St Davids Park, Ewloe, Flintshire CH5 3UZ;
- (b) Confused.com operated by Inspop.com Limited of 3<sup>rd</sup> Floor, Greyfriars House, Greyfriars Road, Cardiff CF10 3AL;
- (c) Experian Limited of Landmark House, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ;
- (d) Totally Money operated by Media Ingenuity Limited of Churchill House, 142-146 Old Street, London ECIV 9BW; or
- (e) Money.co.uk operated by Dot Zinc Limited of The Castle, Cecily Hill, Cirencester, Gloucestershire GL7 2EF.

#### 14. How to contact us

General Enquiries	UK number 0800 055 66 11	
Any queries about your	International number (+44) 2476 43 89 97	
card or statement	An automated account enquiry service is available 24 hours a day, 7 days a week.	
Credit card payments		
Change of personal details orcircumstances	Nationwide Building Society, Nationwide House, Pipers Way, Swindon, Wiltshire SN38 1NW.	
If you want to write to us		
Financial Difficulties	Call us on 0800 464 30 50	
To report any change in your	Monday to Friday 8.00 am to 9.00 pm	
financial situation	Saturday 8.00 am to 6.00 pm Sunday 10.00 am to 4.00 pm	
Lost or stolen cards	UK number 0800 055 66 22	
Contact us immediately	International number (+44) 2476 438996 Available 24 hours a day, 7 days a week.	

Complaints	Call us on 0800 055 66 11	
	Visit our website and click on the option 'Contact us'.	
	Visit one of our branches.	
How to cancel your agreement	<ol> <li>Notify us that you want to cancel your agreement by either telephoning us on 0800 055 66 11 or writing to us at Nationwide Credit Card Services, P0 Box 8738, Wigston, LE18 9BG.</li> </ol>	
	<ol> <li>You can call us on the number above to request the balance outstanding on your account, including the amount of interest payable per day.</li> </ol>	
	<ol> <li>Repay the total balance. outstanding by calling us on the number above and making a payment over the telephone or sending a cheque to Nationwide Credit Card Services, PO Box 2884, Swindon SN38 1NW.</li> </ol>	
To order this document in an alternative format in Braille, large print or audio format	Call us on 0800 055 66 11 or Visit one of our branches.	

#### 15. Cash rewards

- (a) To qualify for cash rewards you must have (and continue to have) a main current account relationship with us. If you no longer have a main current account relationship with us you will not be eligible to accrue any cash rewards and we will contact you if this happens.
- (b) We will pay a cash reward at the rate of 0.5% of the **purchase** value on **purchases** made in sterling (excluding **balance transfers, cash advances** and payment protection insurance premiums).
- (c) Cash rewards will be accrued on the date the transaction is applied to your account, which might not be the date the transaction was made. Cash rewards you accrue each month will be shown on your statement. The cash reward will be credited to your account on an interim basis and the date of your next cash reward credit will be displayed on your statement. Any pending cash rewards will be credited to your account when you close your account.
- (d) We may, acting reasonably, suspend your ability to accrue cash rewards in a particular month and/or delay or withhold your cash rewards if:
  - (i) you do not make your required minimum payment by the payment due date;
  - (ii) you or us have given notice to end your agreement; and/or
  - (iii) you have breached any other term of your agreement.
- (e) If you are given a refund for a **purchase** on which you accrued a cash reward we will remove the cash reward accrued on the original **purchase**.
- (f) We can amend this part of your **agreement** or stop paying cash rewards at any time in accordance with section E. Any change to the way in which we calculate the cash reward will only affect **purchases** you make after the change has been implemented.









Nationwide cares about the environment – this literature is printed in the UK with biodegradable vegetable inks on paper from well managed sources.

You can order all our publications in large print, Braille, audio cassette or CD. Your local branch will arrange this for you or you can contact us on **0800 30 20 11**.

If you have hearing or speech difficulties and are a text phone user, you can call us direct in text on **0800 37 80 01**. We also accept calls via BT Type Talk. Just dial **18001** followed by the full telephone number you wish to ring.

Nationwide Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 106078. Nationwide Building Society. Head Office: Nationwide House, Pipers Way, Swindon, Wiltshire SN38 1NW.